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*Superior Court of California,
County of San Francisco*

07/09/2024
Clerk of the Court
BY: SHENEQUA GLADNEY
Deputy Clerk

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

SEAN LA FEBRE,

Plaintiff,

vs.

CITY AND COUNTY OF SAN FRANCISCO,
SAN FRANCISCO DEPARTMENT OF
HOMELESSNESS & SUPPORTIVE
HOUSING, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO.

CGC-24-616254

COMPLAINT FOR DAMAGES:

- 1. DISCRIMINATION AND UNLAWFUL CIVIL RIGHTS VIOLATIONS BASED ON SEXUAL ORIENTATION / HATE VIOLENCE (RALPH ACT; CAL. GOV. CODE SEC. 12948);**
- 2. RETALIATION IN VIOLATION OF PUBLIC POLICY REGARDING RETALIATION FOR COOPERATING WITH CAL-OSHA INVESTIGATION CONCERNING UNSAFE WORKING CONDITIONS;**
- 3. DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES BASED ON PHYSICAL AND/OR MENTAL DISABILITY;**
- 4. DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES BASED ON FAILURE TO REASONABLY ACCOMMODATE; and,**
- 5. DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES BASED ON FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN GOOD FAITH**

DEMAND FOR JURY TRIAL

1 Plaintiff, SEAN LA FEBRE, alleges as follows:

2 **I. JURISDICTION, VENUE AND PARTIES**

3 1. During the relevant times herein mentioned, Plaintiff, SEAN LA FEBRE
4 (hereinafter referred to as either “SEAN LA FEBRE” or “Plaintiff”) was a citizen of the United
5 States and a resident in the City of San Francisco, State of California.

6 2. Defendant CITY AND COUNTY OF SAN FRANCISCO (“CCSF”) is a charter
7 city organized under California Law.

8 3. Defendant SAN FRANCISCO DEPARTMENT OF HOMELESSNESS &
9 SUPPORTIVE SERVICES (“HSH”) is a department operating entirely within the City and
10 County of San Francisco. HSH combines key homeless-serving programs and contracts from the
11 Department of Public Health (“DPH”), the Human Services Agency (“HSA”), the Mayor’s
12 Office of Housing and Community Development (“MOHCD”), and the Department of Children
13 Youth and Their Families (“DCYF”). This consolidated department launched on July 1, 2016,
14 and has a singular focus on preventing and ending homelessness for people in San Francisco.

15 4. Plaintiff is ignorant of the true names or capacities of the Defendants sued here
16 under the fictitious names DOE 1 through DOE 10, inclusive. Plaintiff is informed and believes
17 that each DOE Defendant was responsible in some manner for the occurrences and injuries
18 alleged in this Complaint.

19 5. This is a case of discrimination and retaliation based on sexual orientation, hate
20 violence (actual or perceived), retaliation for reporting unsafe conditions, etc. Defendants have
21 refused to take the necessary steps to abate, ameliorate, prevent, and eliminate unsafe conditions
22 to protect employees, staffing, and clients (residents / tenants) at HSH.

23 6. Venue in this Court is proper because the unlawful employment practices and
24 civil injuries and claims alleged herein occurred within the City of San Francisco, County of San
25 Francisco.

26 7. At all times mentioned in the causes of action into which this paragraph is
27 incorporated by reference, each Defendant was the agent or employee of Defendant CCSF. In
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1 doing the things alleged in the causes of action into which this paragraph is incorporated by
2 reference, each Defendant was acting within the course and scope of the agency or employment
3 and was acting with the consent, permission, and authorization of Defendant CCSF. All actions
4 of each Defendant alleged in the causes of action into which this paragraph is incorporated by
5 reference were ratified and approved by the officers or managing agents of Defendant CCSF.

6 8. In doing the things hereinafter alleged, the individual Defendants, whether named
7 or unnamed, were acting in concert with and under the direction, or with the express or implied
8 ratification, of their superiors, supervisors and employer and the named Defendants. Plaintiff is
9 informed and believes and thereon alleges that the conduct of the individually named and
10 unnamed Defendants was known to the other Defendants and such conduct was expressly or
11 impliedly condoned and ratified by the named Defendants. Plaintiff is further informed and
12 believes that the named Defendants failed to criticize, censure, terminate, suspend, or otherwise
13 take any action against the unnamed Defendants once informed of their conduct.

14 9. Damages in this matter exceed and are greater than \$25,000 thereby subject to the
15 San Francisco County Superior Court's unlimited jurisdiction.

16 **II. EXHAUSTION OF ADMINISTRATIVE REMEDIES**

17 10. Plaintiff is exempt from the filing of a "Notice of Claim" setting forth his claims
18 against Defendants, as declared in *Snipes v. City of Bakersfield* (1983) 145 Cal.App.3d 861; and
19 *Garcia v. Los Angeles Unified School District* (1985) 173 Cal.App.3d 701, 712. Notwithstanding
20 the general requirements of the Tort Claims Act, on or about January 30, 2024, Plaintiff timely
21 filed a Notice of Claim against Defendant CCSF. Plaintiff hereby alleges that he has exhausted
22 all available administrative remedies required with reference to his action in bringing this
23 lawsuit.

24 11. Plaintiff further alleges that his claims are exempt from exhausting any internal or
25 external administrative remedies (see *Lloyd v. County of Los Angeles* (2009) 172 Cal.App.4th
26 320; *Schifando v. City of Los Angeles* (2003) 31 Cal.4th 1074; *Jackson v. Southern California Gas*
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1 *Company* (9th Cir. 1989) 881 F.2d 638; and *Lingle v. Norge Div., Magic Chef* (1988) 486 U.S. 399,
2 423, 108 S. Ct. 1877).

3 12. On or about March 18, 2024, Defendant CCSF served its Notice of Action Upon
4 Claim pursuant to the Government Torts Claim Act.

5 13. Defendants are subject to the jurisdiction under the California Fair Employment
6 and Housing Act (“FEHA”) in that Defendants regularly do business in the State of California
7 and employ five or more persons. Plaintiff has timely and fully exhausted his statutory
8 administrative remedies with the California Civil Rights Department (“CRD” formerly the
9 Department of Fair Employment and Housing (“DFEH”) and obtained the necessary DFEH
10 Right-To-Sue letter(s).

11 **III. FACTUAL ALLEGATIONS**

12 14. On or about May 2, 2023, SEAN LA FEBRE, male Caucasian, currently age 32,
13 became employed by Defendant CCSF as a Health Worker III, Case Manager, specifically
14 assigned to work at the Windsor Hotel, owned and operated by Defendant HSH in the historic
15 Tenderloin Community. Prior to beginning his assignment at the Windsor Hotel, SEAN LA
16 FEBRE trained for a week at the Star Hotel in the Mission District. SEAN LA FEBRE reported
17 to supervisor Misty Hubbard, Clinical Lead at the Windsor Hotel. SEAN LA FEBRE worked a
18 regular full-time schedule with Mondays working remotely [“work from home”], day to catch up
19 on paperwork. SEAN LA FEBRE’s job duties as a Case Manager included managing a caseload
20 of 15 - 25 clients or residents (tenants with homeless backgrounds). As Case Manager, he would
21 assist with their move-in, he would interview them, review their file, and devise an individual
22 service plan for each client. Case management services at the Windsor Hotel were voluntary,
23 and many residents were in desperate and urgent need of public assistance. However, not all
24 clients and residents needed significant help. In any event, the case manager was required to
25 engage and interact with each client or resident on at least a monthly basis to check-in, build
26 rapport and relationship, and make sure that they are doing fine. Whatever assistance a client or
27 resident needed, the case manager would try to navigate that need for them and make the process
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1 as streamlined and as easy as possible. During the relevant time herein, Colleagues and co-
2 workers at the Windsor Hotel included two other Health Worker III Case Managers, Alexa
3 Gutierrez and Anastasia Grandy. Clinical Supervisor Misty Hubbard was in charge of
4 assessments. Kristen Madison was the onsite nurse placed by DPH. The Windsor Hotel joined
5 the Department of Public Health's Direct Access to Housing Program in 1999, and was brought
6 into the DISH (Delivering Innovation in Supportive Housing) portfolio in 2007. The DISH
7 General Manager and Assistant General Manager are required to carry out all job responsibilities
8 in a manner that reflects best practices and concerns for personal health and safety and that of co-
9 workers and tenants. Built in 1909, the Windsor Hotel is a six-story, 92-unit Single Room
10 Occupancy (SRO) Hotel, with 49 private bath units, 41 communal bath units and 2 programmatic
11 units. The Windsor is an old building in disrepair where it is commonplace to find rodents and
12 roaches. DISH is responsible for property management for supportive housing programs in
13 partnership with the Department of Homelessness and Supportive Housing and Episcopal
14 Community Services, including the Windsor Hotel.

15 15. On or about May 12, 2023, Oscar Chatman was evaluated and assessed by a CA
16 LCSW [name kept anonymous for privacy and other reasons] with the Episcopal Community
17 Services / Coordinated Entry San Francisco. Oscar Chatman was deemed to have "a physical,
18 mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post
19 traumatic stress disorder, or brain injury, that: Is expected to be long-continuing or of indefinite
20 duration; AND Substantially impedes the individual's ability to live independently."

21 16. On or about June 11, 2023, Oscar Chatman, African American male, age 27, 5'9",
22 205 pounds, moved into the Windsor Hotel and became a resident under the program.

23 17. On or about August 16, 2023, at approximately 3:40 p.m., Registered Nurse
24 Kristin Matteson submitted an Incident Report memorializing that Oscar Chatman went to the
25 nursing office very agitated and expressing anger about other clients at the Windsor Hotel.
26 Oscar Chatman, in the presence of Registered Nurse Vivian Bui, stated that he was raped by
27 SEAN LA FEBRE and that Registered Nurse Kristin Matteson knew about the incident. Unable
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1 to be deescalated by the nursing staff, Oscar Chatman told Registered Nurse Kristin Matteson,
2 **“You better watch your back, stupid bitch.”** Oscar Chatman further stated that he was angry
3 and complained about the smell of another resident. Oscar Chatman added, **“If you don’t do**
4 **something about it, I will.”** Oscar Chatman then began to pace outside of the nursing office.

5 18. On or about August 16, 2023, at approximately 5:30 p.m., Front Desk Clerk
6 (DISH employee) Karen Kidd submitted an Incident Report memorializing that Oscar Chatman
7 was being very **threatening**. Police were called and talked Oscar Chatman for an extended
8 period. Clinical Supervisor Misty Hubbard told Karen Kidd she would try to get security for her
9 for that evening because Oscar Chatman was “really amped (sic) up.”

10 19. On or about August 16, 2023, Oscar Chatman rang the office doorbell. The
11 offices are located in the back of the building with a staircase leading up to the door. Clients ring
12 the doorbell at the bottom of the stairs and the case workers come out to help them. That
13 morning, the three case managers [Alexa Gutierrez, Anastasia Grandy, and SEAN LA FEBRE]
14 were meeting. Without warning, Oscar Chatman walked into the office. SEAN LA FEBRE
15 said, “Hey, the doorbell is down there. It’s protocol. If you could use that next time, we would
16 all appreciate it, because you’re not allowed to be in here.” Oscar Chatman continued walking
17 into the office. SEAN LA FEBRE continued, “That means you have to leave.” Oscar Chatman
18 did not respond but walked out. Plaintiff stayed in his office while Anastasia Grandy took her
19 client Oscar Chatman downstairs to meet with her client. According to Anastasia Grandy’s
20 report, as Oscar Chatman was walking down the stairs [Oscar Chatman] was ranting and raving
21 about how Sean **“better never step to him.”** **“I have no problem killing a MF er.”** Oscar
22 Chatman further added, **“I wish he would die.”** After calming down for a moment, Oscar
23 Chatman went into another tirade about how CM Sean postured towards him and . . . referred to
24 CM Sean as a **“fagot.”** He said he would **“not bring his son or daughter around Sean because**
25 **he was gay.”** (Apparently Oscar Chatman reported to others later that SEAN LA FEBRE had
26 snuck into his room and “buggered” him while he slept.) The same day, Oscar Chatman also
27 threatened to kill the on-site nurse. When Anastasia Grandy returned, she told SEAN LA
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1 FEBRE and their Clinical Supervisor Misty Hubbard what happened. Everyone wrote
2 individual incident reports, then Misty Hubbard wrote a critical incident report. Misty Hubbard
3 submitted the reports to DISH, the property manager. DISH property management staff made
4 another report. Typically, DISH General Manager Janet Avelar (the property management
5 company's site director) would send out an email every morning, with attached incident reports
6 from the night. This time, Janet Avelar did not include the incident reports. Instead, Janet
7 Avelar said that DISH and the Windsor Hotel would no longer accept Oscar Chatman's rent,
8 meaning that the eviction process would begin. No one told SEAN LA FEBRE what that
9 process entailed or how long it took, or whether anything would change in the meantime. Soon,
10 Oscar Chatman's behavior changed. At times he was fine, but other times he acted erratically
11 and was more "agitated" (sic) than usual. Misty Hubbard had to call the police and assess
12 whether Oscar Chatman needed to be on "involuntary psych hold" or "5150" [CA Welfare &
13 Institutions Code – "When a person, as a result of a mental health disorder, is a danger to others,
14 or himself or herself, . . ."]. After an evaluation performed by Misty Hubbard, Oscar Chatman
15 was not placed on a 5150 because he did not meet the criteria. Misty Hubbard, however made a
16 mandatory "Tarasoff warning" report [The **duty to warn** refers to a therapist's duty or ability to
17 break confidentiality if a client is a threat to themselves or someone else. See *Tarasoff v. Regents*
18 *of the University of California* (1976) 17 Cal.3d 425] to the San Francisco Police Department
19 reporting that Oscar Chatman posed a significant and immediate threat. Misty Hubbard
20 informed her boss Senior Behavioral Health Clinician – Clinical Supervisor LCSW Josephine
21 Nnakigozi (PSH), who informed Health Program Coordinator Patrick Barresi and Housing
22 Services Coordinator Kristina Leonoudakis-Watts. Kristina Leonoudakis-Watts and Patrick
23 Barresi asked SEAN LA FEBRE if he wanted to move to a different building/hotel. As SEAN
24 LA FEBRE understood it, given the overt threats for violence, everyone was pushing to have
25 Oscar Chatman removed, at least to a different building. Oscar Chatman was never moved.
26 SEAN LA FEBRE did not accept the offer to move to a different building for several reasons.
27 As a newer employee, he was still earning his stripes and vying for a permanent position. SEAN
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1 LA FEBRE was preparing to take the test and did not want to do have to start over in a new
2 environment.

3 20. Prior to August of 2023, SEAN LA FEBRE and Resident Oscar Chatman only
4 interacted a few times. SEAN LA FEBRE welcomed Oscar Chatman to the Windsor Hotel and
5 explained that he was not his [Oscar Chatman's] case manager. On Occasion, SEAN LA
6 FEBRE would get Oscar Chatman snacks from the office, but that was it.

7 21. In or about late August 2023, after a few weeks passed, Oscar Chatman was
8 getting more agitated. When Oscar Chatman first moved in he was attending [offsite] culinary
9 classes, so he was rarely in the building while SEAN LA FEBRE was working his day shifts.
10 But at that point, he Oscar Chatman was around a lot more. A few times, SEAN LA FEBRE
11 started to feel unsafe, such as when Oscar Chatman would randomly scream at other staff
12 members. Misty Hubbard was focused on Oscar Chatman, and Oscar Chatman's rants were not
13 directed at SEAN LA FEBRE so he continued working. Misty Hubbard told SEAN LEFEBRE
14 that she was told by the HSH chain of command that the ball was in her court and to do
15 everything in her power to get Oscar Chatman out of the building as soon as possible. SEAN LA
16 FEBRE recalls Misty Hubbard saying, "what are we doing? Something has to happen. We can't
17 just sweep this under the rug." SEAN LA FEBRE did not understand the [eviction] process but
18 was bothered by the fact that it fell on Misty Hubbard to handle the situation. Defendant HSH's
19 policy on violence and threats of violence was "zero tolerance." SEAN LA FEBRE questioned
20 why Defendant HSH did not take a proactive course of action to guard against this danger.
21 Oscar Chatman was never removed or evicted.

22 22. On or about September 13, 2023, while the staff were having their usual 11:00
23 a.m. zoom huddle from their respective offices, and Alexa Gutierrez was working from home,
24 and Anastasia Grandy had to contend with a client issue, so she stepped away for a few minutes.
25 SEAN LA FEBRE and Misty Hubbard were the only staff in the Health Services office at the
26 moment. SEAN LA FEBRE's office had a window that overlooked the community room.
27 Suddenly, SEAN LA FEBRE heard a loud grunt-like scream, which was not that unusual for the
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1 Windsor Hotel. SEAN LA FEBRE, however, excused himself from standing and checking what
2 was happening. SEAN LA FEBRE observed Oscar Chatman walking fast toward the office
3 stairs or the kitchen next to the stairs. SEAN LA FEBRE told Misty Hubbard that Oscar
4 Chatman was headed their direction and said he [SEAN LA FEBRE] was going to deadbolt the
5 door. As soon as SEAN LA FEBRE locked the door, Oscar Chatman kicked in the door to the
6 support services office. SEAN LA FEBRE ran back to his office and locked the door, but Oscar
7 Chatman kicked that door down also. Misty Hubbard emerged from her office in shock from
8 what she observed and witnessed - Oscar Chatman, with a giant hunting knife, stabbing SEAN
9 LA FEBRE violently and repeatedly. Oscar Chatman was trying to fulfil his promise to kill
10 SEAN LA FEBRE. Oscar Chatman stabbed SEAN LA FEBRE for several minutes. While
11 SEAN LA FEBRE tried to block the giant knife and deflect the strikes, Misty Hubbard pushed
12 SEAN LA FEBRE's desk against Oscar Chatman trying to pin him. SEAN LA FEBRE ended
13 up flat on his back under his desk, kicking the desk up towards Oscar Chatman to block the
14 knife. Suddenly, Oscar Chatman's eyes locked on Misty Hubbard, who said to Oscar Chatman
15 that the nurse had already called 911 and the police would be there in minutes. Oscar Chatman
16 stopped, looked around, and fled the scene and building with the knife in his hand. Oscar
17 Chatman was apprehended at the corner store. Oscar Chatman has been criminally charged and
18 is facing charges for attempted murder and other serious counts. SEAN LA FEBRE, after
19 gaining some sense of what occurred to him, found himself bleeding and battered, being treated
20 by paramedics. SEAN LA FEBRE was taken to Sutter Health's California Pacific Medical
21 Center (CPMC) by Patrick Barresi, Misty Hubbard, and Josephine Nnakigozi, where SEAN LA
22 FEBRE was admitted and treated for his injuries (lacerations / puncture wounds to right
23 shoulder, left hand / thumb and right forearm). Human resources then informed SEAN LA
24 FEBRE that he was placed on leave. One of the arresting officer, after conducting a computer
25 query of Oscar Chatman, learned that Oscar Chatman was a convicted felon (P.C. 496D(a)).
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1 23. On or about September 13, 2023, after completing his therapeutic session, SEAN
2 LA FEBRE's treating physician issued him a script ordering him to remain off work until
3 09/17/2023.

4 24. On or about September 21, 2023, Executive Director of Defendant HSH Shireen
5 McSpadden **provided a written update notifying staff that Oscar Chatman was criminally**
6 **charged with** premediated attempted murder, assault with a deadly weapon, vandalism, and with
7 special allegations of anti-LGBTQ hate crimes.

8 25. On or about September 26, 2023, after completing his therapeutic session,
9 Psychologist Elexsia Hood ordered SEAN LA FEBRE to remain off work from 09/26/2023 to
10 10/03/2023.

11 26. On or about October 03, 2023, after completing his therapeutic session, and being
12 diagnosed for major depressive disorder, severe anxiety, and severe PTSD, Psychologist Elexsia
13 Hood ordered SEAN LA FEBRE to remain off work from 10/03/2023 to 10/11/2023.

14 27. On or about November 02, 2023, after completing his therapeutic session,
15 Psychologist Elexsia Hood ordered SEAN LA FEBRE to remain off work from 11/02/2023 to
16 11/16/2023.

17 28. On or about November 16, 2023, after completing his therapeutic session,
18 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective November 17, 2023,
19 for restricted duty, to wit: "Projected date employee can perform regular duty with no
20 restrictions: Restricted from public interaction unless allowed to work previous position
21 remotely. If not able to work position remotely: Restricted from working more than 3 days a
22 week. Employee can engage in but not limited to cleaning, or organizing tasks, clerical tasks and
23 warehouse duties." Accordingly, SEAN LA FEBRE provided said release to Principal Human
24 Resource Analyst Katsuin Leblanc and/or Senior Human Resources Analyst Radha Kumar.
25 Despite SEAN LA FEBRE's willingness and efforts to return to work with said [reasonable]
26 restrictions, Defendant HSH did not offer SEAN LA FEBRE any alternative work or improved
27 safety where he is able to return to engage and have contact with the resident population.
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1 Without significant improvement and assurances for safety measures, whether that be on-site
2 security, bars on the doors, a modern security system, or better screening of potentially violent
3 resident clients, returning to the existing work environment was not acceptable to SEAN LA
4 FEBRE's treating psychologist and therapist.

5 29. On or about November 27, 2023, SEAN LA FEBRE learned from Alexa
6 Gutierrez that Cal-OSHA communicated with Defendant HSH trying to track down him [SEAN
7 LA FEBRE] for an interview concerning the incident relating to Oscar Chatman. SEAN LA
8 FEBRE had not filed a complaint or report with Cal-OSHA concerning this incident. SEAN LA
9 FEBRE then communicated with Cal-OSHA's Investigator Channing D. Sheets, Senior Safety
10 Engineer – Division of Occupational Safety and Health – San Francisco District Office.
11 Investigator Channing D. Sheets informed SEAN LA FEBRE that his office that the Department
12 [HSH] failed to report the incident concerning Oscar Chatman and learned of the incident on the
13 television news and newspaper articles. Accordingly, Cal-OSHA opened an investigation on its
14 own and interviewed SEAN LA FEBRE. Cal-OSHA also interviewed human resources
15 personnel and other employees. SEAN LA FEBRE explained the incident – physical threat and
16 the attack described above – an interview that lasted 2-3 hours over course of two days.

17 30. On or about November 30, 2023, after completing his therapeutic session,
18 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective November 17, 2023,
19 for restricted duty, to wit: "Projected date employee can perform regular duty with no
20 restrictions: Restricted from public interaction unless allowed to work previous position
21 remotely. If not able to work position remotely: Restricted from working more than 3 days a
22 week. Employee can engage in but not limited to cleaning, or organizing tasks, clerical tasks and
23 warehouse duties." Accordingly, SEAN LA FEBRE provided said release to Principal Human
24 Resource Analyst Katsuin Leblanc and/or Senior Human Resources Analyst Radha Kumar.
25 Despite SEAN LA FEBRE's willingness and efforts to return to work with said [reasonable]
26 restrictions, Defendant HSH did not offer SEAN LA FEBRE any alternative work or improved
27 safety where he is able to return to engage and have contact with the resident population.

1 Without significant improvement and assurances for safety measures, whether that be on-site
2 security, bars on the doors, a modern security system, or better screening of potentially violent
3 resident clients, returning to the existing work environment was not acceptable to SEAN LA
4 FEBRE's treating psychologist and therapist.

5 31. Beginning January 25, 2024 through the present date, SEAN LA FEBRE, though
6 he was not returned to work by Defendant HSH, he learned from emails concerning online
7 trainings his colleagues were receiving. SEAN LA FEBRE was bewildered why he was not
8 invited to attend the training sessions. SEAN LA FEBRE informed Principal Human Resource
9 Analyst Katsuin Leblanc, "hey, I've been released, for restricted duty since November, and, I
10 don't know if there's absolutely, nothing I could be doing to return to work.... at HSH...there's a
11 lot of room for...switching directions real quick... going with the flow and just making it
12 work. ...I don't know, I just felt like there's absolutely zero....(and) I don't believe that that's to
13 be true."

14 32. Since about January 2024, during a final conversation with Katsuin Leblanc,
15 Katsuin Leblanc told SEAN LA FEBRE that she wished he had come to them first before
16 making this complaint [to Cal-OSHA]. Katsuin Leblanc further added that HSH was going to
17 change his "temporary" classification to "permanent" classification status. SEAN LA FEBRE
18 requested this change in classification mentioned by Katsuin Leblanc be memorialized.

19 33. On or about January 2, 2024, after completing his therapeutic session,
20 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective November 17, 2023,
21 for restricted duty, to wit: "Projected date employee can perform regular duty with no
22 restrictions: Restricted from public interaction unless allowed to work previous position
23 remotely. If not able to work position remotely: Restricted from working more than 3 days a
24 week. Employee can engage in but not limited to cleaning, or organizing tasks, clerical tasks and
25 warehouse duties." Accordingly, SEAN LA FEBRE provided said release to Principal Human
26 Resource Analyst Katsuin Leblanc and/or Senior Human Resources Analyst Radha Kumar.
27 Despite SEAN LA FEBRE's willingness and efforts to return to work with said [reasonable]
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1 restrictions, Defendant HSH did not offer SEAN LA FEBRE any alternative work or improved
2 safety where he is able to return to engage and have contact with the resident population.
3 Without significant improvement and assurances for safety measures, whether that be on-site
4 security, bars on the doors, a modern security system, or better screening of potentially violent
5 resident clients, returning to the existing work environment was not acceptable to SEAN LA
6 FEBRE's treating psychologist and therapist.

7 34. On or about January 18, 2024, after completing his therapeutic session,
8 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective November 17, 2023,
9 for restricted duty, to wit: "Projected date employee can perform regular duty with no
10 restrictions: Restricted from public interaction unless allowed to work previous position
11 remotely. If not able to work position remotely: Restricted from working more than 3 days a
12 week. Employee can engage in but not limited to cleaning, or organizing tasks, clerical tasks and
13 warehouse duties." Accordingly, SEAN LA FEBRE provided said release to Principal Human
14 Resource Analyst Katsuin Leblanc and/or Senior Human Resources Analyst Radha Kumar.
15 Despite SEAN LA FEBRE's willingness and efforts to return to work with said [reasonable]
16 restrictions, Defendant HSH did not offer SEAN LA FEBRE any alternative work or improved
17 safety where he is able to return to engage and have contact with the resident population.
18 Without significant improvement and assurances for safety measures, whether that be on-site
19 security, bars on the doors, a modern security system, or better screening of potentially violent
20 resident clients, returning to the existing work environment was not acceptable to SEAN LA
21 FEBRE's treating psychologist and therapist.

22 35. On or about January 18, 2024, Senior Human Resources Analyst Radha Kumar,
23 assigned to SEAN LA FEBRE's case, called and informed SEAN LA FEBRE that "they [HSH]
24 cannot accommodate the recommendations and that he would just need to stay out of work until
25 further notice." SEAN LA FEBRE added that he needed his job and is ready to return to work
26 with the provided restrictions. That he is being treated differently than his co-workers who are
27 allowed to work remotely. Furthermore, he believes that he is being discriminated and retaliated
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1 against for his disability, his medical leave and for participating in the Cal-OSHA investigation
2 into the events of the nearly fatal hate violence against him on September 13, 2023. Radha
3 Kumar did not provide any explanation to SEAN LA FEBRE why Defendant HSH could not
4 accommodate his work restrictions. Alexa Gutierrez returned to work, however she was serving
5 Windsor Hotel clients remotely from a different location. Anastasia Grandy and Misty Hubbard
6 did not return to work. SEAN LA FEBRE was unable to understand why he could not work
7 from another location or understand he was not offered that same option of working remotely
8 that was offered to Alexa Gutierrez. Approximately after a month of working remotely, Alexa
9 Gutierrez returned to on-site work at the Windsor Hotel. Alexa Gutierrez was then moved to a
10 different hotel after the Windsor Hotel team was informed they would not be allowed to return to
11 the Windsor Hotel.

12 36. On or about January 25, 2024, at approximately 1:29 PM, SEAN LA FEBRE
13 emailed Radha Kumar and Katsuin Leblanc that he was filing a [EEO] formal complaint
14 regarding Defendant HSH's failure to accommodate his restrictions. Specifically, SEAN LA
15 FEBRE repeated once again that on November 17, 2023, his Psychologist Eleksia Hood released
16 him return to work with restricted duty, to wit: "Restricted from public interaction unless
17 allowed to work previous position remotely. If not able to work position remotely, restricted
18 from working more than 3 days a week. Employee can engage in, but are not limited to,
19 cleaning, or organizing tasks, clerical tasks and warehouse duties."

20 37. On or about January 25, 2024, at approximately 2:31 pm, Katsuin Leblanc
21 emailed SEAN LA FEBRE explaining that the major function of the job is public interaction and
22 absolutely refusing to engage in any further interactive process until SEAN LA FEBRE was
23 [fully] released back to work with no restrictions. Specifically, without first engaging in the
24 interactive process in good faith, Katsuin Leblanc stated, "**We look forward to reviewing the**
25 **update work status report from your doctor that states you can perform the major**
26 **functions or the 2587 role with or without accommodations. We look forward to bringing**
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1 **you back as long as it is medically safe for you to perform the major duties of the role and**
2 **we can reasonably accommodate.”**

3 38. On or about February 01, 2024, after completing his therapeutic session,
4 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective November 17, 2023,
5 for restricted duty, to wit: “Projected date employee can perform regular duty with no
6 restrictions: Restricted from public interaction unless allowed to work previous position
7 remotely. If not able to work position remotely: Restricted from working more than 3 days a
8 week. Employee can engage in but not limited to cleaning, or organizing tasks, clerical tasks and
9 warehouse duties.” Accordingly, SEAN LA FEBRE provided said release to Principal Human
10 Resource Analyst Katsuin Leblanc and/or Senior Human Resources Analyst Radha Kumar.
11 Despite SEAN LA FEBRE’s willingness and efforts to return to work with said [reasonable]
12 restrictions, Defendant HSH did not offer SEAN LA FEBRE any alternative work or improved
13 safety where he is able to return to engage and have contact with the resident population.
14 Without significant improvement and assurances for safety measures, whether that be on-site
15 security, bars on the doors, a modern security system, or better screening of potentially violent
16 resident clients, returning to the existing work environment was not acceptable to SEAN LA
17 FEBRE’s treating psychologist and therapist.

18 39. On or about February 20, 2024, after completing his therapeutic session,
19 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective February 02, 2024, for
20 restricted duty, to wit: “Projected date employee can perform regular duty with no restrictions:
21 Restricted from public interaction but may interact with public via telephone.” Accordingly,
22 SEAN LA FEBRE provided said release to Principal Human Resource Analyst Katsuin Leblanc
23 and/or Senior Human Resources Analyst Radha Kumar. Despite SEAN LA FEBRE’s
24 willingness and efforts to return to work with said [reasonable] restrictions, Defendant HSH did
25 not offer SEAN LA FEBRE any alternative work or improved safety where he is able to return to
26 engage and have contact with the resident population. Without significant improvement and
27 assurances for safety measures, whether that be on-site security, bars on the doors, a modern
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1 security system, or better screening of potentially violent resident clients, returning to the
2 existing work environment was not acceptable to SEAN LA FEBRE's treating psychologist and
3 therapist.

4 40. On or about March 08, 2024, Cal-OSHA issued Defendant HSH eight (8) safety
5 violations with associated penalties pursuant to Health & Safety codes 3220, et seq.

6 41. On or about March 14, 2024, after completing his therapeutic session,
7 Psychologist Elexsia Hood released SEAN LA FEBRE to work, effective February 02, 2024, for
8 restricted duty, to wit: "Projected date employee can perform regular duty with no restrictions:
9 Restricted from public interaction but may interact with public via telephone." Accordingly,
10 SEAN LA FEBRE provided said release to Principal Human Resource Analyst Katsuin Leblanc
11 and/or Senior Human Resources Analyst Radha Kumar. Said restrictions will remain in effect
12 for over six (6) months. Despite SEAN LA FEBRE's willingness and efforts to return to work
13 with said [reasonable] restrictions, Defendant HSH did not offer SEAN LA FEBRE any
14 alternative work or improved safety where he is able to return to engage and have contact with
15 the resident population. Without significant improvement and assurances for safety measures,
16 whether that be on-site security, bars on the doors, a modern security system, or better screening
17 of potentially violent resident clients, returning to the existing work environment was not
18 acceptable to SEAN LA FEBRE's treating psychologist and therapist.

19 42. During the relevant time herein, Defendant HSH was aware of other reported
20 incidents of threats of physical harm. Specifically, according to the Incident Report of July 28,
21 2023, after [male] resident [name omitted to protect privacy - room No. 120] returned from the
22 hospital at approximately 6:00 p.m., he went to the nurse to get his foot wrapped. On his way
23 back to his room, [female] resident [name omitted to protect privacy - room No. 215] held a
24 knife to the resident's [room No. 120] neck and threatened him because resident [room No. 215]
25 said resident [room No. 120] was bothering resident [room No. 215] while she [room No. 215]
26 was breastfeeding. This incident was also reported to SEAN LA FEBRE on July 28, 2023.

1 43. On or about May 2024, following the above unlawful incidents of harm and while
2 SEAN LA FEBRE had not been returned to work, Executive Director of Defendant HSH Shireen
3 McSpadden issued an updated “Injury and Illness Prevention Program” wherein it provided
4 exculpatory and a disclaimer of responsibility and liability. (Page 1 of 18). Specifically, the
5 disclaimer provides in part:

6 “Any recommendations made are based current CAL-OSHA standards and
7 requirements. **We do not make any warranties, either expressed or implied, that**
8 **your workplace is safe, healthy, or that it complied with all, laws, regulations,**
9 **codes, or standards.”** (emphasis added)

10 Moreover, Defendant HSH further imposes the responsibility on the employees to ensure
11 a safety environment. (Page 2 of 18).

12 In contrast, CA Civil Code section 51.7 (c) (1), amended as of January 01, 2023, provides:

13 “(b) (1) **A person shall not require another person to waive any legal right,**
14 **penalty, remedy,** forum, or procedure for violations of this section, as a condition of
15 entering into a contract for goods or services, including the right to file and pursue a
16 civil action or complaint with, or otherwise notify, the Attorney General or any other
17 public prosecutor, or law enforcement agency, the Department of Fair Employment
18 and Housing, or any court or other governmental entity.” (emphasis added)

19 “(4) Any waiver of any legal right, penalty, remedy, forum, or procedure for a
20 violation of this section that is required as a condition of entering into a contract for
21 goods or services shall be deemed involuntary, unconscionable, against public policy,
22 and unenforceable. This subdivision does not affect the enforceability or validity of
23 any other provision of the contract.

24 44. On or about May 30, 2024, after completing his therapeutic session, Psychologist
25 Eleksia Hood released SEAN LA FEBRE to work, effective May 30, 2024, for restricted duty, to
26 wit: “Projected date employee can perform regular duty with no restrictions: 06-27-2024.
27 Restricted from public interaction but may interact with public via telephone.” Accordingly,
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1 SEAN LA FEBRE provided said release to Principal Human Resource Analyst Katsuin Leblanc
2 and/or Senior Human Resources Analyst Radha Kumar. Said restrictions will remain in effect
3 for over six (6) months. Despite SEAN LA FEBRE's willingness and efforts to return to work
4 with said [reasonable] restrictions, Defendant HSH did not offer SEAN LA FEBRE any
5 alternative work or improved safety where he is able to return to engage and have contact with
6 the resident population. Without significant improvement and assurances for safety measures,
7 whether that be on-site security, bars on the doors, a modern security system, or better screening
8 of potentially violent resident clients, returning to the existing work environment was not
9 acceptable to SEAN LA FEBRE's treating psychologist and therapist.

10 45. Defendant HSH has a ubiquitous history and pattern and practice of allowing and
11 permitting incidents of threats of physical harm by clients (residents / tenants), mitigating
12 potential risks, not taking the appropriate and necessary measures and course of action (e.g.,
13 security, training) to ensure the staff and clients are protected in the work environment, and
14 responding effectively to security breaches and incidents. During the threat of physical harm
15 caused by Oscar Chatman, Defendant HSH did not have in place physical security measures
16 (e.g., private or public guards on the premises given the type of clients; digital access control
17 locks; intrusion alarms; panic buttons; video surveillance cameras and monitors throughout
18 [exception: common areas], etc.) to alert of an intruder with malicious intent.

19 46. As a proximate result, SEAN LA FEBRE has indeed each suffered panic attacks,
20 consternation, anxiety, major depressive disorder, loss of self-esteem and motivation, PTSD
21 Type I, insomnia, grind and clench teeth (bruxism), flashbacks of being attacked, crying spells,
22 fear, frustration, nervousness, suicidal ideations, lack of confidence, abdominal pains, depression
23 and mental anguish, loss of appetite and overeating, isolation, easily startled / spooked, moody,
24 anger, all due to the trauma he sustained.

FIRST CAUSE OF ACTION
**DISCRIMINATION AND UNLAWFUL CIVIL RIGHTS VIOLATIONS BASED ON
SEXUAL ORIENTATION / HATE VIOLENCE (RALPH ACT; CAL. GOV. CODE
SEC. 12948);**

47. Plaintiff reallege and incorporate by reference paragraphs 1-45, inclusive, as though fully set forth herein.

48. This is an action at law to recover damages for taking adverse action against Plaintiff for participating in a Cal-OSHA investigation concerning he personally being the victim of hate violence, intimidation by threat of violence, based on his sexual orientation (openly gay). Jurisdiction in this Court is invoked pursuant to Constitution Article I, § 8; the Unruh Civil Rights Act and the Ralph Civil Rights Act of 1976 – Civil Code §§ 51.7, et seq; Government Code § 12948; and CA SB 497 and 553.

49. Plaintiff further alleges that he is a person protected by California laws, which protect employees from retaliation, reprisal, and harassment for either participating in a state agency investigation and/or complaining and reporting about illegal behavior by a tenant resident of a dwelling owned and operated by Defendant HSH in the historic Tenderloin Community. Jurisdiction in this court is invoked pursuant to, including, but without limitation, California Government Code § 12948; California Labor Code §§ 1102.5, 6310-6312; California Constitution Article I, § 8; *Hentzel v. Singer Co.* (1982) 138 Cal.App.3d 290; *Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028; and Cal-OSHA.

50. Defendants CCSF and HSH discriminated and violated Plaintiff's Civil Rights and other members of Plaintiff's sexual orientation, a protected group, in failing to afford a safe work environment free of violence or its threat against Plaintiff because of his sexual orientation, perceived or otherwise.

51. Plaintiff believe that the evidence adduced in the investigation, and such evidence as they will develop through discovery and present at trial herein, indicates and will indicate that Defendants CCSF and HSH discriminated and violated his Civil Rights, and continue to discriminate and violate Civil Rights against gay individuals, specifically, Plaintiff herein. Plaintiff is of the information and belief, however, uncertain if the form of discrimination and

1 Civil Right violations is prevalent throughout Defendant HSH, or if it is an isolated “ad hoc”
2 situation adversely affecting and impacting a protected class and group of which Plaintiff is
3 members. Because of the uncertainty, an individual member of the affected group may bring an
4 individual claim based on either theory.

5 52. Notwithstanding the fact that Plaintiff is a person protected and covered under the
6 Ralph Civil Rights Act of 1976 – Civil Code §§ 51.7, et seq; Government Code § 12948; and the
7 FEHA – Government Code §§ 12900, et seq., Plaintiff alleges that Defendants CCSF and HSH
8 have discriminated and violated Plaintiff’s Civil Rights due to Plaintiff’s sexual orientation as
9 alleged above. This actionable behavior was a substantial motivating reason based on
10 Defendants’ conduct as described above incongruent with California’s Civil Rights which
11 protect individuals from violence or its threat due to one’s sexual orientation.

12 53. As a proximate result of said discrimination and Civil Rights violations, Plaintiff
13 was held up to great ridicule all because of sexual orientation described above. Defendants,
14 given that they was fully aware of Oscar Chatman’s criminal record and propensity and history
15 to cause injury and harm, further acted intentionally and unreasonably with the recognition that
16 its conduct was likely to result in damages through mental distress.

17 54. Said officials, personnel management and others declined to censure, criticize,
18 terminate, suspend, or otherwise take any action even after having been informed of their
19 conduct. As a consequence, Plaintiff was forced to complain against Defendants before the
20 Department of Fair Employment and Housing.

21 55. By reason of the wrongful acts of Defendants as hereinabove alleged, Plaintiff
22 will be required to and will employ physicians, surgeons, and other healthcare providers to
23 examine, treat and care for him and will incur additional medical expenses in an amount to be
24 proven at the time of trial.

25 56. As a further proximate result of the conduct of Defendants, Plaintiff suffered great
26 emotional distress. Because of the deliberate and intentional refusal to follow recognized state
27 statutes; and Defendants fomented and encouraged the unlawful practices, Plaintiff became
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1 distressed and upset and were caused to experience severe emotional suffering and seek damages
2 for such mental and emotional distress in a sum according to proof at time of trial. Plaintiff is
3 informed and believes and thereon alleges that said injuries are not compensable under the
4 Workers' Compensation Act and are not a risk or condition of his employment. Because of the
5 cold, callous and indifferent manner in which adverse action against Plaintiff was carried out; the
6 deliberate and intentional refusal to follow recognized local and state statutes; Defendants
7 encouraging the unlawful practices, Plaintiff became distressed and upset and was caused to
8 experience severe emotional suffering and seeks damages for such mental and emotional distress
9 in a sum according to proof at time of trial.

10 57. By reason of the aforementioned acts, Plaintiff thereby sustained loss of earnings
11 and wages, seniority, further promotions, denied merit raises, and other pay and benefits in an
12 amount as yet unascertained and in a sum according to proof at trial. Plaintiff is unable to
13 estimate and is uncertain as to his future loss of earnings. Plaintiff will therefore request leave of
14 the court to amend this Complaint to state the amount of all such damages when ascertained or
15 upon proof at the time of trial.

16 58. California Civil Code § 52 (a) provides in part: "Whoever denies the right
17 provided by Section 51.7 or 51.9, or aids, incites, or conspires in that denial, is liable for each
18 offense for the actual damages suffered by any person denied that right and, in addition, the
19 following:

20 "(2) A civil penalty of twenty-five thousand dollars (\$25,000) to be awarded to the person
21 denied the right provided by Section 51.7 in any action brought by the person denied the right, or
22 by the Attorney General, a district attorney, or a city attorney. An action for that penalty brought
23 pursuant to Section 51.7 shall be commenced within three years of the alleged practice."

24 Accordingly, Plaintiff will be seeking the above penalties against Defendants.

25 59. In bringing this action, Plaintiff have had to retain the services of the Law Offices
26 of Joseph L. Alioto and Angela Alioto. Civil Code § 52 (b) (3); and Government Code §
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1 12965(b) provides that the court may award reasonable attorney's fees and Plaintiff request such
2 fees to be ordered at the time of arbitration, trial or hearing thereafter.

3 **SECOND CAUSE OF ACTION**
4 **RETALIATION IN VIOLATION OF PUBLIC POLICY REGARDING RETALIATION**
5 **FOR COOPERATING WITH CAL-OSHA INVESTIGATION CONCERNING**
6 **UNSAFE WORKING CONDITIONS**

6 60. Plaintiff reallege and incorporate by reference paragraphs 1-45, inclusive, as
7 though fully set forth herein.

8 61. This is action at law to recover damages for violation of statutes and unlawful
9 employment practices. Plaintiff alleges that he is a person protected by California laws, which
10 protect employees from retaliation, reprisal, and adverse action for disclosing information to a
11 government or law enforcement agency, any public body conducting an investigation, hearing, or
12 inquiry, if the employee has reasonable cause to believe that the information discloses a violation
13 of state or federal statute, or a violation of or noncompliance with a local, state, or federal rule or
14 regulation, regardless of whether disclosing the information is part of the employee's job duties.
15 Jurisdiction in this court is invoked pursuant to, including, but without limitation, California
16 Labor Code §§ 1102.5, 6310-6312; California Constitution Article I, § 8; *Hentzel v. Singer Co.*
17 (1982) 138 Cal.App.3d 290; *Yanowitz v. L'Oreal USA, Inc.* (2005) 36 Cal.4th 1028; and Cal-
18 OSHA.

19 62. Plaintiff alleges that Defendants CCSF and HSH are not exempt by any local,
20 state, or federal statutes. Plaintiff alleges that this includes the affirmative defense of Bona Fide
21 Occupational Qualification, etc.

22 63. Plaintiff alleges that Defendants CCSF and HSH are an employer regularly
23 employing five or more persons within the meaning of Government Code § 12926.

24 64. Defendants CCSF and HSH retaliated against Plaintiff by not allowing and
25 permitted to return to work albeit his treating healthcare provider released him to return to work
26 with reasonable restrictions that do not impose a hardship or BFOQ.

27 65. As a proximate result of said retaliation and violations of public policy by
28 Defendants CCSF and HSH, Plaintiff was held up to great disdain and ridicule, all because of his

1 fundamental right to corporate with the investigating public agency about illegal and unsafe
2 working environment. Plaintiff alleges that he was denied the opportunity to be treated equally
3 and fairly and employed by Defendants in the position he held, without retaliation or reprisal.

4 66. By reason of the wrongful acts of Defendants as hereinabove alleged, Plaintiff
5 will be required to and will employ physicians, surgeons, and other healthcare providers to
6 examine, treat and care for him and will incur additional medical expenses in an amount to be
7 proven at the time of trial.

8 67. As a further proximate result of the conduct of Defendants, Plaintiff suffered great
9 emotional distress. Because of the deliberate and intentional refusal to follow recognized state
10 statutes; and Defendants fomented and encouraged the unlawful practices, Plaintiff became
11 distressed and upset and were caused to experience severe emotional suffering and seek damages
12 for such mental and emotional distress in a sum according to proof at time of trial. Plaintiff is
13 informed and believes and thereon alleges that said injuries are not compensable under the
14 Workers' Compensation Act and are not a risk or condition of his employment. Because of the
15 cold, callous and indifferent manner in which adverse action against Plaintiff was carried out;
16 the deliberate and intentional refusal to follow recognized local and state statutes; Defendants
17 encouraging the unlawful practices, Plaintiff became distressed and upset and was caused to
18 experience severe emotional suffering and seeks damages for such mental and emotional distress
19 in a sum according to proof at time of trial.

20 68. By reason of the aforementioned acts, Plaintiff thereby sustained loss of earnings
21 and wages, seniority, further promotions, denied merit raises, and other pay and benefits in an
22 amount as yet unascertained and in a sum according to proof at trial. Plaintiff is unable to
23 estimate and is uncertain as to his future loss of earnings. Plaintiff will therefore request leave of
24 the court to amend this Complaint to state the amount of all such damages when ascertained or
25 upon proof at the time of trial.

THIRD CAUSE OF ACTION
**DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES BASED ON
PHYSICAL AND/OR MENTAL DISABILITY**

69. Plaintiff reallege and incorporate by reference paragraphs 1-45, inclusive, as though fully set forth herein.

70. This is action at law to recover damages for discrimination and unlawful employment practices based on physical and/or mental disability (major depressive disorder, severe anxiety, and severe PTSD). Jurisdiction in this Court is invoked pursuant to California Government Code §§ 12900, 12920, 12921, 12926, 12926.1, 12940, and 12965(b).

71. Plaintiff alleges that he is a person protected by the California Fair Employment and Housing Act and Government Code §§ 12900, 12920, 12921, 12926, 12940, and 12965(b); *Barnett v. U.S. Air., Inc.* 228 F.3d 1105 (9th Cir. 2000), [U.S. cite]; *Prilliman v. United Air Lines, Inc.* (1997) 53 Cal.App.4th 935, 950; *Jensen v. Wells Fargo Bank* (2000) 85 Cal.App.4th 245; *Humphrey v. Memorial Hospitals Assn.* (9th Cir. 2001) 239 F.3d 1128; *Spitzer v. The Good Guys* (2000) 80 Cal.App.4th 1376, in that Plaintiff objected and opposed the discrimination as described in this Complaint.

72. Plaintiff alleges that Defendants CCSF and HSH are not exempt by any local, state, or federal statutes. Plaintiff alleges that this includes the affirmative defense of Bona Fide Occupational Qualification, etc.

73. Plaintiff alleges that Defendants CCSF and HSH are an employer regularly employing five or more persons within the meaning of Government Code § 12926.

74. Defendants CCSF and HSH have ratified the discrimination against Plaintiff due to his physical and mental disability and by failing to afford and provide him with equal employment opportunities and the terms and conditions of employment that must be provided to eligible or qualified employees. Defendants ratified the acts of the assailant by omission to act.

75. Plaintiff believes that the available evidence, and such evidence as he will develop through discovery and present at trial herein, indicates and will indicate that Defendants discriminated and continues to discriminate against Plaintiff and other employees whom have a physical and/or mental disability (major depressive disorder, severe anxiety, and severe PTSD).

1 Plaintiff is uncertain if the form of discrimination is prevalent throughout HSH, or if it is an
2 isolated “ad hoc” situation adversely affecting and impacting a protected class and group of
3 which Plaintiff is a member. Because of the uncertainty, an individual member of the affected
4 group may bring an individual claim based on either theory.

5 76. Notwithstanding the fact that Plaintiff was and is able to perform the essential
6 functions of his job duties as a Health Worker III, Case Manager, which he had been performing
7 this position or similar roles without difficulty, Plaintiff alleges that the adverse action by
8 Defendant HSH was pretextual designed to avoid contending with his health issues. Defendant
9 HSH instead provided Plaintiff with pretextual excuses for being placed off work given that
10 Plaintiff invariably received favorable praise and accolades prior to this incident alleged above.
11 Plaintiff believes that he was discriminated against simply due to his physical and/or mental
12 disability (major depressive disorder, severe anxiety, and severe PTSD).

13 77. As a proximate result of the ongoing discrimination by Defendants CCSF and
14 HSH, Plaintiff was held up to great ridicule, all because of his physical and/or mental disability
15 described above. Plaintiff alleges that he was denied the opportunity to be treated equally and
16 fairly and employed by Defendants in the position he held, on account of bias, prejudice and
17 differential treatment against Plaintiff.

18 78. Plaintiff was further held up to great ridicule and embarrassment with fellow
19 workers, friends, members of the community and family and suffered emotional distress because
20 Defendants demonstrated to Plaintiff that it would not recognize his physical and/or mental
21 disability. Defendants further acted intentionally and unreasonably with the recognition that its
22 conduct was likely to result in damages through mental distress.

23 79. Plaintiff made numerous good faith reasonable attempts to discuss with
24 Defendants’ supervisors, officials, and personnel management in order to retain his employment
25 free of discrimination and seek redress for the discrimination and other illegal conduct practiced
26 upon Plaintiff by Defendants CCSF and HSH, but the officials and personnel management were
27 not responsive to his petitions. The officials and personnel management declined to censure,
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1 criticize, terminate, suspend, reverse any decisions, or otherwise take any action even after
2 having been informed of their conduct. Therefore, Plaintiff was forced to complain against the
3 Defendants before the Department of Fair Employment and Housing.

4 80. By reason of the wrongful acts of the Defendants CCSF and HSH, as hereinabove
5 alleged, Plaintiff will be required to and will employ physicians, surgeons, psychiatrists, and
6 healthcare providers to examine, treat and care for him and will incur additional medical
7 expenses in an amount to be proven at the time of trial.

8 81. As a further proximate result of the conduct of the Defendants CCSF and HSH,
9 Plaintiff suffered great emotional distress. Plaintiff is informed and believes and thereon alleges
10 that the injuries are not compensable under the Workers' Compensation Act and are not a risk or
11 condition of his employment. Because of the cold, callous and indifferent manner in which
12 adverse action against Plaintiff was carried out; the deliberate and intentional refusal to follow
13 recognized local and state statutes; and Defendants' encouragement and condoning of the
14 unlawful practices, Plaintiff became distressed and upset and was caused to experience severe
15 emotional suffering and seeks damages for such mental and emotional distress in a sum
16 according to proof at time of trial.

17 82. By reason of the aforementioned acts, Plaintiff was prevented from attending to
18 his usual occupation for a period in the future, which amount is not readily ascertainable and will
19 thereby sustain further loss of earnings and benefits. Plaintiff further maintains that he will have
20 difficulty finding comparable employment in his field and industry due to his blemished record
21 that he was involuntarily separated. Plaintiff will therefore request leave of the court to amend
22 this Complaint to state the amount of all such damages when they have been ascertained or upon
23 proof at the time of trial.

24 83. In bringing this action, Plaintiff has had to retain the services of the Law Offices
25 of Joseph L. Alioto and Angela Alioto. Government Code § 12965(b) provides that the court
26 may award reasonable attorney's fees and Plaintiff requests such fees to be ordered at the time of
27 arbitration, trial or hearing thereafter.

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FOURTH CAUSE OF ACTION
**DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES BASED ON
FAILURE TO REASONABLY ACCOMMODATE**

84. Plaintiff reallege and incorporate by reference paragraphs 1-45, inclusive, as though fully set forth herein.

85. This is action at law to recover damages for discrimination and unlawful employment practices based on denial of reasonable accommodation regarding physical and/or mental disabilities (major depressive disorder, severe anxiety, and severe PTSD). Jurisdiction in this Court is invoked pursuant to California Government Code §§ 12900, 12920, 12921, 12926(a), 12940, and 12965(b).

86. Plaintiff alleges that he is a person protected by the California Fair Employment and Housing Act and Government Code §§ 12900, 12920, 12921, 12926, 12940, and 12965(b); *Barnett v. U.S. Air., Inc.* 228 F.3d 1105 (9th Cir. 2000), [U.S. cite]; *Prilliman v. United Air Lines, Inc.* (1997) 53 Cal.App.4th 935, 950; *Jensen v. Wells Fargo Bank* (2000) 85 Cal.App.4th 245; *Humphrey v. Memorial Hospitals Assn.* (9th Cir. 2001) 239 F.3d 1128; *Spitzer v. The Good Guys* (2000) 80 Cal.App.4th 1376, in that Plaintiff was denied reasonable accommodation as described in this Complaint.

87. Plaintiff alleges that Defendants CCSF and HSH are not exempt by any local, state, or federal statutes. Plaintiff alleges that this includes the affirmative defense of Bona Fide Occupational Qualification, etc.

88. Plaintiff alleges that Defendants CCSF and HSH are an employer regularly employing five or more persons within the meaning of Government Code § 12926.

89. Plaintiff believes that the available evidence, and such evidence as he will develop through discovery and present at trial herein, indicates and will indicate that Defendants failed and refused to reasonably accommodate and continues to fail and refuse to reasonably accommodate Plaintiff's physical and/or mental disabilities (major depressive disorder, severe anxiety, and severe PTSD). Plaintiff is uncertain if the form of discrimination is prevalent throughout Defendant HSH, or if it is an isolated "ad hoc" situation adversely affecting and impacting a protected class and group of which Plaintiff is a member. Because of the

1 uncertainty, an individual member of the affected group may bring an individual claim based on
2 either theory.

3 90. Notwithstanding the fact that Plaintiff was and is able to perform the essential
4 functions of his job duties as a Health Worker III, Case Manager, which he had been performing
5 this position or similar roles without difficulty, Plaintiff alleges that the adverse action by
6 Defendants was pretextual designed to avoid contending with his health issues. Defendant HSH
7 instead provided Plaintiff with pretextual excuses for being placed off work given that Plaintiff
8 invariably received favorable praise and accolades prior to this incident alleged above. Plaintiff
9 believes that Defendants failed and refused to provide reasonable accommodation associated with
10 Plaintiff's physical and/or mental disability (major depressive disorder, severe anxiety, and severe
11 PTSD) notwithstanding the fact that he could continue working at Defendants without causing
12 Defendants any unnecessary hardship. Plaintiff alleges that the failure and refusal to reasonably
13 accommodate by Defendants was pretextual in an effort to avoid complying with its obligation.

14 91. As a proximate result of the failure and refusal to reasonably accommodate by
15 Defendants CCSF and HSH, Plaintiff was held up to great ridicule, all because of his physical
16 and/or mental disability described above. Plaintiff alleges that he was denied the opportunity to
17 be treated equally and fairly and employed by Defendants in the position he held, on account of
18 bias, prejudice and differential treatment against Plaintiff.

19 92. Plaintiff was further held up to great ridicule and embarrassment with fellow
20 workers, friends, members of the community and family and suffered emotional distress because
21 Defendants demonstrated to Plaintiff that it would not recognize his request for reasonable
22 accommodation given his physical and/or mental disability. The Defendants further acted
23 intentionally and unreasonably with the recognition that its conduct was likely to result in
24 damages through mental distress.

25 93. Plaintiff made numerous good faith reasonable attempts to discuss with
26 Defendants' supervisors, officials, and personnel management in order to retain his employment
27 free of discrimination and seek redress for the discrimination and other illegal conduct practiced
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1 upon Plaintiff by Defendants CCSF and HSH, but the officials and personnel management were
2 not responsive to his petitions. The officials and personnel management declined to censure,
3 criticize, terminate, suspend, reverse any decisions, or otherwise take any action even after
4 having been informed of their conduct. Therefore, Plaintiff was forced to complain against
5 Defendants before the Department of Fair Employment and Housing.

6 94. By reason of the wrongful acts of the Defendants CCSF and HSH, as hereinabove
7 alleged, Plaintiff will be required to and will employ physicians, surgeons, psychiatrists, and
8 healthcare providers to examine, treat and care for him and will incur additional medical
9 expenses in an amount to be proven at the time of trial.

10 95. As a further proximate result of the conduct of the Defendants CCSF and HSH,
11 Plaintiff suffered great emotional distress. Plaintiff is informed and believes and thereon alleges
12 that the injuries are not compensable under the Workers' Compensation Act and are not a risk or
13 condition of his employment. Because of the cold, callous and indifferent manner in which
14 adverse action against Plaintiff was carried out; the deliberate and intentional refusal to follow
15 recognized local and state statutes; Defendants encouraging the unlawful practices, Plaintiff
16 became distressed and upset and was caused to experience severe emotional suffering and seeks
17 damages for such mental and emotional distress in a sum according to proof at time of trial.

18 96. By reason of the aforementioned acts, Plaintiff was prevented from attending to
19 his usual occupation for a period in the future, which amount is not readily ascertainable and will
20 thereby sustain further loss of earnings and benefits. Plaintiff further maintains that he will have
21 difficulty finding comparable employment in his field and industry due to his blemished record
22 that he was involuntarily separated. Plaintiff will therefore request leave of the court to amend
23 this Complaint to state the amount of all such damages when they have been ascertained or upon
24 proof at the time of trial.

25 97. In bringing this action, Plaintiff has had to retain the services of the Law Offices
26 of Joseph L. Alioto and Angela Alioto. Government Code § 12965(b) provides that the court
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1 may award reasonable attorney's fees and Plaintiff requests such fees to be ordered at the time of
2 arbitration, trial or hearing thereafter.

3 **FIFTH CAUSE OF ACTION**
4 **DISCRIMINATION AND UNLAWFUL EMPLOYMENT PRACTICES BASED ON**
5 **FAILURE TO ENGAGE IN THE INTERACTIVE PROCESS IN GOOD FAITH**

6 98. Plaintiff reallege and incorporate by reference paragraphs 1-45, inclusive, as
7 though fully set forth herein.

8 99. This is action at law to recover damages for discrimination and unlawful
9 employment practices based on failure and refusal to engage in the interactive process in
10 connection with Plaintiff's physical and/or mental disability (major depressive disorder, severe
11 anxiety, and severe PTSD). Jurisdiction in this Court is invoked pursuant to California
12 Government Code §§ 12900, 12920, 12921, 12926(a), 12940, and 12965(b).

13 100. Plaintiff alleges that he is a person protected by the California Fair Employment
14 and Housing Act and Government Code §§ 12900, 12920, 12921, 12926, 12940, and 12965(b);
15 *Barnett v. U.S. Air., Inc.* 228 F.3d 1105 (9th Cir. 2000), [U.S. cite]; *Prilliman v. United Air Lines,*
16 *Inc.* (1997) 53 Cal.App.4th 935, 950; *Jensen v. Wells Fargo Bank* (2000) 85 Cal.App.4th 245;
17 *Humphrey v. Memorial Hospitals Assn.* (9th Cir. 2001) 239 F.3d 1128; *Spitzer v. The Good Guys*
18 (2000) 80 Cal.App.4th 1376, in that Defendants failed and refused to engage in the interactive
19 process in good faith in connection with Plaintiff's physical and/or mental disability as in this
20 Complaint.

21 101. Plaintiff alleges that Defendants CCSF and HSH are not exempt by any local,
22 state, or federal statutes. Plaintiff alleges that this includes the affirmative defense of Bona Fide
23 Occupational Qualification, etc.

24 102. Plaintiff alleges that Defendants CCSF and HSH are an employer regularly
25 employing five or more persons within the meaning of Government Code § 12926.

26 103. Plaintiff believes that the available evidence, and such evidence as he will
27 develop through discovery and present at trial herein, indicates and will indicate that Defendants
28 failed and refused to engage in the interactive process with Plaintiff in connection with Plaintiff's

1 physical and/or mental disability (major depressive disorder, severe anxiety, and severe PTSD).
2 Plaintiff is uncertain if the form of discrimination is prevalent throughout HSH, or if it is an
3 isolated “ad hoc” situation adversely affecting and impacting a protected class and group of
4 which Plaintiff is a member. Because of the uncertainty, an individual member of the affected
5 group may bring an individual claim based on either theory.

6 104. Notwithstanding the fact that Plaintiff was and is able to perform the essential
7 functions of his job duties as a Health Worker III, Case Manager, which he had been performing
8 this position or similar roles without difficulty, Plaintiff alleges that the adverse action by
9 Defendant HSH was pretextual designed to avoid contending with his health issues. Defendant
10 HSH instead provided Plaintiff with pretextual excuses for being placed off work given that
11 Plaintiff invariably received favorable praise and accolades prior to this incident alleged above.
12 Plaintiff’s request for accommodation triggered Defendants’ obligation for an interactive process
13 with Plaintiff. Plaintiff believes that Defendants failed and refused to engage in the interactive
14 process in good faith in connection with Plaintiff’s physical and/or mental disability (chronic
15 anxiety) notwithstanding the fact that he could continue working at Defendants without causing
16 Defendants any unnecessary hardship. Plaintiff alleges that the failure and refusal to reasonably
17 engage in the interactive process in good faith by Defendant HSH was pretextual in an effort to
18 avoid complying with its obligation and an automatic violation per Government Code section
19 12940(n); and *Nadaf-Rahrov v. Neiman Marcus* (2008) 166 Cal.App.4th 952, 981-987.

20 105. As a proximate result of the failure and refusal to reasonably engage in the
21 interactive process in good faith by Defendants CCSF and HSH, Plaintiff was held up to great
22 ridicule, all because of his physical and/or mental disability described above. Plaintiff alleges
23 that he was denied the opportunity to be treated equally and fairly and employed by Defendants
24 in the position he held, on account of bias, prejudice and differential treatment against Plaintiff.

25 106. Plaintiff was further held up to great ridicule and embarrassment with fellow
26 workers, friends, members of the community and family and suffered emotional distress because
27 Defendants demonstrated to Plaintiff that it would not reasonably engage in the interactive
28

1 process in good faith with regard to his physical and/or mental disability. The Defendants
2 further acted intentionally and unreasonably with the recognition that its conduct was likely to
3 result in damages through mental distress.

4 107. Plaintiff made numerous good faith reasonable attempts to discuss with
5 Defendants' supervisors, officials, and personnel management in order to retain his employment
6 free of discrimination and seek redress for the discrimination and other illegal conduct practiced
7 upon Plaintiff by Defendants CCSF and HSH, but the officials and personnel management were
8 not responsive to his petitions. The officials and personnel management declined to censure,
9 criticize, terminate, suspend, reverse any decisions, or otherwise take any action even after
10 having been informed of their conduct. Therefore, Plaintiff was forced to complain against
11 Defendants before the Department of Fair Employment and Housing.

12 108. By reason of the wrongful acts of the Defendants CCSF and HSH as hereinabove
13 alleged, Plaintiff will be required to and will employ physicians, surgeons, psychiatrists, and
14 healthcare providers to examine, treat and care for him and will incur additional medical
15 expenses in an amount to be proven at the time of trial.

16 109. As a further proximate result of the conduct of the Defendants CCSF and HSH,
17 Plaintiff suffered great emotional distress. Plaintiff is informed and believes and thereon alleges
18 that the injuries are not compensable under the Workers' Compensation Act and are not a risk or
19 condition of his employment. Because of the cold, callous and indifferent manner in which
20 adverse action against Plaintiff was carried out; the deliberate and intentional refusal to follow
21 recognized local and state statutes; Defendants encouraging the unlawful practices, Plaintiff
22 became distressed and upset and was caused to experience severe emotional suffering and seeks
23 damages for such mental and emotional distress in a sum according to proof at time of trial.

24 110. By reason of the aforementioned acts, Plaintiff was prevented from attending to
25 his usual occupation for a period in the future, which amount is not readily ascertainable and will
26 thereby sustain further loss of earnings and benefits. Plaintiff further maintains that he will have
27 difficulty finding comparable employment in his field and industry due to his blemished record
28

1 that he was involuntarily separated. Plaintiff will therefore request leave of the court to amend
2 this Complaint to state the amount of all such damages when they have been ascertained or upon
3 proof at the time of trial.

4 111. In bringing this action, Plaintiff has had to retain the services of the Law Offices
5 of Joseph L. Alioto and Angela Alioto. Government Code § 12965(b) provides that the court
6 may award reasonable attorney's fees and Plaintiff requests such fees to be ordered at the time of
7 arbitration, trial or hearing thereafter.

8 **PRAYER FOR RELIEF**

9 WHEREFORE, Plaintiff, SEAN LA FEBRE, prays for judgment against Defendants, and
10 each of them, as follows:

11 **AS TO THE FIRST CAUSE OF ACTION:**

- 12 1. For general damages in a sum according to proof;
13 2. For special damages in a sum according to proof;
14 3. For reasonable attorney's fees in a sum according to proof;
15 4. For the sum of \$25,000.00 pursuant to Civil Code § 52 (a); and
16 5. For reasonable attorney's fees in a sum according to proof.

17 **AS TO THE SECOND CAUSE OF ACTION:**

- 18 1. For general damages in a sum according to proof; and
19 2. For special damages in a sum according to proof.

20 **AS TO THE THIRD CAUSE OF ACTION:**

- 21 1. For general damages in a sum according to proof;
22 2. For special damages in a sum according to proof; and
23 3. For reasonable attorney's fees in a sum according to proof.

24 **AS TO THE FOURTH CAUSE OF ACTION:**

- 25 1. For general damages in a sum according to proof;
26 2. For special damages in a sum according to proof; and
27 3. For reasonable attorney's fees in a sum according to proof.
28

1 **AS TO THE FIFTH CAUSE OF ACTION:**

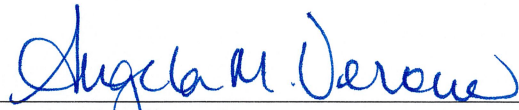
- 2 1. For general damages in a sum according to proof;
3 2. For special damages in a sum according to proof; and
4 3. For reasonable attorney's fees in a sum according to proof.

5 **AS TO ALL CAUSES OF ACTION:**

- 6 1. For cost of suit herein incurred
7 2. For such other and further relief as the Court may deem just and proper; and
8 3. Plaintiff hereby demand a jury trial on all issues and causes of action in the above
9 entitled action.

10 DATED: July 9, 2024

**LAW OFFICES OF JOSEPH L. ALIOTO
AND ANGELA ALIOTO**

12 

13 Angela M. Alioto, Esq.
14 Steven L. Robinson, Esq.
15 Angela Mia Veronese, Esq.
16 Attorneys for Plaintiff,
17 SEAN LA FEBRE
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